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December 16, 2002

RECORDATION NO. 24245A FILED

DEC 16 '02 3-49 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Loan and Security Agreement (2002-D), dated as of December 17, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement which is being filed with the Board under Recordation Number 24245

The names and addresses of the parties to the enclosed document are:

Trust: MTA 2002-D Trust
c/o Wilmington Trust Company, not in its
individual capacity, but solely as Trustee under
the Trust Agreement (2002-D)
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-1605

Series A Lender: FSA Global Funding Limited
c/o QSPV Limited
P.O. Box 1093 GT
South Church Street
George Town, Grand Cayman
Cayman Islands

Mr. Vernon A. Williams
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Series B Lender
and Agent: Dexia Crédit Local, New York Agency
445 Park Avenue, 8th Floor
New York, NY 10022

A description of the railroad equipment covered by the enclosed document
is:

**All of MTA 2002-D Trust's rail equipment now owned or hereafter
acquired**, including, but not limited to, one hundred and twenty-five (125)
railcars bearing Metropolitan Transportation Authority reporting marks
more particularly set forth in Schedule A of the Memorandum of Loan and
Security Agreement.

A short summary of the document to appear in the index is:

Memorandum of Loan and Security Agreement (2002-D).

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO.

24245-A

FILED

DEC 16 '02

3-49 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOAN AND SECURITY AGREEMENT (2002-D) dated as of December 17, 2002, among MTA 2002-D Trust (the "Trust"), FSA GLOBAL FUNDING LIMITED, as Series A Lender and DEXIA CRÉDIT LOCAL, NEW YORK AGENCY, as Series B Lender and Agent. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in Appendix A to the Participation Agreement (2002-D) dated as of December 17, 2002 among Metropolitan Transportation Authority, as Lessee, MTA 2002-D Trust, as Lessor, Wachovia Bank, National Association, as Equity Investor, FSA Global Funding Limited, as Series A Lender, Dexia Crédit Local, New York Agency, as Series B Lender and Agent and Wilmington Trust Company, as Trustee and in its individual capacity only to the extent expressly provided therein.

WHEREAS, the Trust, the Lenders and the Agent have entered into that certain Loan and Security Agreement (2002-D) dated as of December 17, 2002 (the "Loan Agreement") (the terms of which are incorporated herein by reference), whereby the Trust granted, bargained, sold, assigned, transferred, conveyed, mortgaged, warranted, pledged and confirmed (i) unto the Agent, on behalf and for the benefit of the Lenders, their successors and assigns, a first priority security interest in, and pledge of, all right, title and interest of the Trust in, to and under, and granted the Agent a first priority security interest in, the Trust's right, title and interest in the following described property, rights and privileges described in clauses (A) - (G) below, whether now held or hereafter acquired, other than Excepted Property and (ii) unto the Series A Lender, a first priority security interest in, Lien on, and pledge of, all right, title and interest of the Trust in, to and under, the property, rights and privileges described in clause (H) below, whether now held or hereafter acquired, other than Excepted Property (such property, rights and privileges as are conveyed pursuant to clauses (A) - (H) below, but in any event and always excluding Excepted Property, being hereinafter referred to as the "Collateral"):

- (A) all of the Trust's right, title and interest now held or hereafter acquired in and to the Items of Equipment
- (B) the Bill of Sale, the Assignment of Warranties, the Lease, the Lease Supplement, the Participation Agreement (except all representations and covenants made by the Agent and the Lenders therein) and any Service Contract (collectively, the "Loan Estate Documents"), including all amounts of Lease Rent and Supplemental Rent and payments of any kind thereunder including all ancillary rights thereto, including without limitation, Termination Value, Fair Market Sales Value, Stipulated Loss Value, Agreed Purchase Option Price, all other amounts payable under the Loan Estate Documents, insurance proceeds and condemnation, requisition and other awards and payments of any kind for or with respect to the Equipment (including proceeds and payments received pursuant to any sale of the Equipment under Section 14 or 15 of the Lease or pursuant to the exercise of any of the remedies provided in Section 17 of the Lease);

- (C) all rights of the Trust with respect to or arising out of any Loan Estate Document to exercise any election or option or to give or receive any notice, consent, waiver or approval or to take any other action under any Loan Estate Document or to accept any surrender or redelivery of any Item of Equipment or any Part thereof, as well as all rights, powers and remedies of the Trust whether acting under any Loan Estate Document or by statute or at law or in equity, or otherwise, arising out of any Event of Default;
- (D) all moneys and securities relating to or arising out of the Loan Estate Documents that are now or hereafter required to be paid to, or deposited with, the Lenders by or for the account of the Trust or the Lessee pursuant to the terms of any Loan Estate Document;
- (E) all rents, issues, profits, revenues and other income of the property subjected or required to be subjected to the Lien of the Loan Agreement, including, without limitation, all payments or proceeds payable to the Trust after termination of the Lease with respect to Equipment as a result of the sale, lease or other disposition thereof, and all estate, right, title and interest of every nature whatsoever of the Trust in and to the same and every part thereof;
- (F) all other property of every kind and description and interests therein now held or hereafter acquired by the Trust pursuant to any term of any Loan Estate Document, wherever located and subjected to the Lien of the Loan Agreement by a supplement thereto, and the Agent is authorized by the Loan Agreement to receive any such property subject to and in accordance with the terms of the Loan Agreement as then supplemented;
- (G) all proceeds of the foregoing of whatever kind or nature, including all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise; and
- (H) with respect to the Series A Loan Certificates only, all estate, right, title and interest now held or hereafter acquired by the Trust in, to and under the Debt Payment Undertaking Agreement, and any Acceptable Substitute Credit Protection substituted therefor (the "Special Series A Collateral Documents" and together with the Loan Estate Documents, the "Collateral Documents"), including, without limitation, (a) the right of the Trust to receive payment of any and all amounts or other sums of any kind payable thereunder or in respect thereof as well as all rights of the Trust to enforce payment of any such amounts or sums, (b) the right of the Trust to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval under the Special Series A Collateral Documents, (c) the right of the Trust to take any other action under or in respect of the Special Series A Collateral Documents as well as all rights, powers and remedies of the Trust whether acting under the Special Series A Collateral Documents or by statute or at law or in equity or otherwise arising out of any default under the Special Series A Collateral Documents, (d) all other property of every kind and description and interests therein now held or hereafter acquired by the Trust pursuant to any term of the Special Series A Collateral Documents wherever located and subjected to the Lien

of the Loan Agreement by a supplement thereto, and the Series A Lender is authorized by the Loan Agreement to receive any such property subject to and in accordance with the terms of the Loan Agreement as then supplemented and (e) all proceeds of the foregoing of whatever kind or nature, including without limitation all claims against third parties for destruction, loss or damage to any of the foregoing or otherwise (such property, rights and privileges described in this clause (H) being hereinafter referred to as the "Special Series A Collateral").

BUT EXCLUDING, HOWEVER, from the Collateral subject to the foregoing Granting Clause (i) all Excepted Property and (ii) any payments or amounts which have been distributed to the Trust or any other Person in accordance with the provisions of the Loan Agreement, AND SUBJECT TO Sections 2.02, 3.05, 8.01 of the Loan Agreement and the provisions with respect to Excepted Rights set forth in Section 5.05 of the Loan Agreement;

WHEREAS, concurrently with the delivery hereof, the Trust is delivering to the Agent the originally executed counterparts of the Lease and the Lease Supplement and to the Series A Lender the originally executed counterpart of the Debt Payment Undertaking Agreement (to each of which documents a chattel paper receipt is attached); and

WHEREAS, this memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-D TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-D)

By: _____
Name: **Patricia A. Evans**
Title: **Assistant Vice President**

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By: _____
Name: _____
Title: _____

DEXIA CRÉDIT LOCAL, NEW YORK
AGENCY, as Series B Lender and Agent

By: _____
Name: _____
Title: _____

STATE OF Delaware)
)ss.:
COUNTY OF New Castle)

On this 11th day of December, 2002, before me personally appeared Patricia Evans, to me personally known, who, by me being duly sworn, says that he/she is the Asst. Vice President of Wilmington Trust Company, that the foregoing instrument was signed on behalf of MTA 2002-D Trust by Wilmington Trust Company, as Trustee under the Trust Agreement (2002-D), and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said MTA 2002-D Trust and Wilmington Trust Company.

Anita G. Malloy
Notary Public

My Commission Expires:

JOSE M. DELLAGO
NOTARY PUBLIC
My Commission Expires August 3, 2003

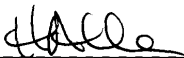
IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-D TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-D)

By: _____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By:  _____
Name: Helen Allen
Title: Director

DEXIA CRÉDIT LOCAL, NEW YORK
AGENCY, as Series B Lender and Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto wish to show for the public record the assignment and mortgage of and security interest in the aforesaid property in favor of the Agent and the Series A Lender, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MTA 2002-D TRUST

BY: WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as Trustee
under the Trust Agreement (2002-D)

By: _____
Name:
Title:

FSA GLOBAL FUNDING LIMITED,
as Series A Lender

By: _____
Name:
Title:

DEXIA CRÉDIT LOCAL, NEW YORK
AGENCY, as Series B Lender and Agent

By:  _____
Name: MARC BRUGIERE
Title: GENERAL MANAGER

STATE OF New York)
)ss.:
COUNTY OF New York)

On this 12th day of December, 2002, before me personally appeared Marc Brugière
[Signature], to me personally known, who, by me being duly sworn, says that he is
the General Manager of Dexia Crédit Local, New York Agency, that the foregoing instrument
was signed on behalf of said Dexia Crédit Local, New York Agency by authority of its duly
authorized officer, and he acknowledges that the execution of the foregoing instrument was the
free act and deed of said Dexia Crédit Local, New York Agency.

Stephanie Felshin
Notary Public

My Commission Expires: June 10, 2006

STEPHANIE FELSHIN
Notary Public, State of New York
No. 01FE5061385
Qualified in New York County
Commission Expires June 10, 2006

EXHIBIT A

<i>Bombardier</i> <i>Wachovia MTA II cars</i>	<i>Bombardier</i> <i>Wachovia MTA II cars</i>	<i>Bombardier</i> <i>Wachovia MTA II cars</i>	<i>Kawasaki</i> <i>Wachovia MTA II cars</i>
CAR #	CAR #	CAR #	CAR #
6571A	7015A	7059B	7671A
6572B	7016A	7060A	7672B
6573B	7017B	7061A	7673B
6574B	7018B	7062B	7674B
6575A	7019B	7063B	7675A
6801A	7020A	7064B	7676A
6802B	7021A	7065A	7677B
6803B	7022B	7066A	7678B
6804B	7023B	7067B	7679B
6805A	7024B	7068B	7680A
6916A	7025A	7069B	7681A
6917B	7026A	7070A	7682B
6918B	7027B	7071A	7683B
6919B	7028B	7072B	7684B
6920A	7029B	7073B	7685A
6996A	7030A	7074B	7686A
6997B	7031A	7075A	7687B
6998B	7032B	7076A	7688B
6999B	7033B	7077B	7689B
7000A	7034B	7078B	7690A
7001B	7035A	7079B	7691A
7002B	7036A	7080A	7692B
7003B	7037B	7081A	7693B
7004B	7038B	7082B	7694B
7005A	7039B	7083B	7695A
7006A	7040A	7084B	
7007B	7051A	7085A	
7008B	7052B	7086A	
7009B	7053B	7087B	
7010A	7054B	7088B	
7011A	7055A	7089B	
7012B	7056A	7090A	(125 cars)
7013B	7057B		
7014B	7058B		